

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.465 OF 2006

IN

SUMMARY SUIT NO.3528 OF 2005

Crescent Shipping Agency (I) Pvt.Ltd. ...Plaintiff.

vs.

I-Maritime Consultancy Pvt. Ltd. ...Defendant.

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Mr.Birendra Saraf i/b. Ranjit Dharmadhikari, for Plaintiff.

Mr.J.A.Shah i/b. M/s.J.A.Shah & Associates, for Defendant.

**CORAM: D.K.DESHMUKH,J.**

**DATED: 9<sup>th</sup> January, 2007.**

**P.C.:-**

There is no dispute between the parties that the amount was given as Inter Corporate deposit by the plaintiff to the defendant. The only defence raised is that the suit is barred by the law of limitation. The submission is that the deposit was repayable on 17.5.2001, therefore, the limitation starts from that date and as the suit has been filed on 29.9.2005 it is barred by the law of limitation. What is

to be seen is that there is written acknowledgment given by the defendant of the date 26.6.2001 and therefore, in view of the provisions of Section 19 of the Indian Limitation Act fresh period of limitation starts on 26.6.2001. The defendant by letter dated 20.5.2004 which is again within the period of limitation has acknowledged its liability and therefore, fresh period of limitation again starts from 20.5.2004. Therefore, the suit filed by the plaintiff is within the limitation. The only defence raised on behalf of the defendant, thus, has no substance. The summons for judgment, therefore, deserves to be granted. It is accordingly granted. The suit of the plaintiff is decreed in terms of prayer clause (a) and (b). Refund of court fees as per rules.

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